

SPECIAL WARRANTY DEED

File # 73542

For and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, cash in hand paid, and other good, legal and valuable consideration, the receipt of which is hereby acknowledged, **INDYMAC BANK, F.S.B.**, hereinafter referred to as "Grantor", does hereby sell, convey, and transfer without warranty of title unto **Justice Townhomes, LLC**, hereinafter referred to as "Grantee", all that certain tract or parcel of land lying and being situated in DE SOTO County, Mississippi, being more particularly described as follows, to-wit:

LOT 16, DIVISION of LOT 2 of JUSTICE SUBDIVISION, in Section 19 and 30, Township 1 South, Range 7 West, as per plat of record in Plat Book 71, Page 46, in the Chancery Court Clerk's Office of Desoto County, Mississippi, to which Plat reference is hereby made for a more particular description of said property.

Being the same property acquired by IndyMac Bank, by virtue of a Substitute Trustee's Deed filed April 7, 2008, in Book 581, at Page 738.

Together with all rights, ways, and improvements situated thereon, and the perpetual right of ingress and egress over and upon all streets, roads, avenues and boulevards shown on said subdivision plat, if any is filed.

This conveyance is made subject to:

All oil, gas, and other minerals, in and under the subject property reserved or conveyed by former owners;

Rights of parties in possession, deficiency in quantity of land, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of record, including lack of access, which would be disclosed by an accurate survey and inspection of the property, and easements or other uses of subject property not visible from the surface;

Any applicable subdivision, health department, zoning and other regulations in effect in DeSoto, Mississippi, restrictions and restrictive covenants of record in DeSoto, Mississippi and/or on the official plat of said subdivision, if any is filed.

THE PARTIES TO THIS ACT TAKE COGNIZANCE OF THE FOLLOWING:

Deletion of any covenant, condition or restriction indicating a preference, imitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

Any gaps or gores or overlaps between sell offs and subject property.

Any loss or damage arising out of discrepancies or shortage in the square footage, acreage or area of land.

Title to any and all mobile or manufactured homes immobilized or located upon the subject property.

Title to all oil, gas and other minerals.

Mention of the foregoing is made for informational purposes only and shall not constitute a reestablishment or recreations of any rights or obligations thereunder.

By acceptance and delivery of this Deed, Grantee herein does hereby agree to abide by and in no way violate the Declaration of Restrictions, Conditions, Easements, Covenants, Agreements, Liens and Charges, and the Amendment or Amendments thereto, if any, applicable to the above described property and recorded in the Office of the Chancery Court of DeSoto, Mississippi.

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Grantors warrant payment of all taxes up to and including the year 2007. Taxes for all subsequent years have been expressly assumed by the Grantee.

IN WITNESS HEREOF, the Grantor has caused this instrument to be duly executed this 13th DAY OF October, 2008.

INDYMAC BANK, F.S.B.



By

Tim Beadnell
Vice President
HLS-REO

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STATE OF TEXAS
COUNTY OF Williams

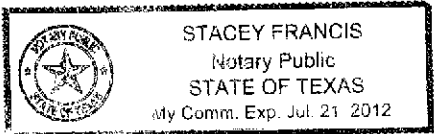
PERSONALLY CAME AND APPEARED BEFORE ME, the undersigned authority in and for said county and state, the within named Tim Beadnell, who acknowledged to me that he/she is the VP (Title) of IndyMac Bank, FSB, and that for and on behalf of said company and as its act and deed, he/she signed and delivered the above and foregoing instrument of writing on the day and in the year therein mentioned, being first duly authorized so to do.

Given under my hand and official seal, in AUSTIN, TEXAS this 13th day of October, 2008.

INDYMAC BANK, F.S.B.

By Tim Beadnell
Vice President
HLS-REO

Stacey Francis
Notary Public



Stacey Francis
Print Name
My Commission
Expires: _____
Bar Roll/Notary No.: _____

GRANTOR'S ADDRESS AND
TELEPHONE NUMBER:

7700 West Parmer Lane, Bldg. D
Austin, TX 78727

Ph. 512-250-2717

GRANTEE'S ADDRESS AND
TELEPHONE NUMBER:

6858 SWANNEE RD, Bldg 5
SOUTHAVEN, MS 38671
(662) 349-3436

RETURN TO:

Delta Title Corporation
Attn: 73542
REO Department

3520 Holiday Drive

Suite B
New Orleans, LA 70114
504-367-8121

After recording, return to:

FNF Title Svs, LLC
6880 Cobblestone Blvd, Ste 2
Southaven, MS 38672
(662) 892-6536
File # S 15701